

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2015 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this ____ day of _____, 2015, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statutes Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of \$5,735 of JAG funds.

Section 2.

COUNTY agrees to use \$5,735 for the purposes outlined in the FY 2015 JAG Program award period of October 1, 2014 through September 30, 2016.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.

Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2014, through September 30, 2016.

Section 8.

The County and the City, as co-applicants, agree to comply with the Standard Assurances provisions attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated:_____ Dated:_____

CITY OF FLAGSTAFF, AZ

COUNTY OF COCONINO, AZ

Gerald W. Nabours, Mayor

Art Babbott, Chairman

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM AND PROPER
AUTHORITY:

APPROVED AS TO FORM AND PROPER
AUTHORITY:

City Attorney

Deputy County Attorney